



Property Management Specialists, Inc.

5229 N. 7th AVENUE
SUITE 201
PHOENIX, ARIZONA 85013
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July 8, 1996

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FCC MAIL ROOM

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, NW, Room 222
Washington, DC 20554

Re: Restrictions on Over-The-Air Reception Devices, (CS Docket No. 96-83) and
Preemption of Local Zoning Regulation of Satellite Earth Stations, IB
Docket No. 95-59

Dear Mr. Caton:

We are writing to you to request clarification and to express our concern regarding the possible negative effects, on our business and private property rights, of the rules proposed in the above dockets. An original and 13 copies of this letter are enclosed for filing in the record. We understand that the proposed rules would invalidate "nongovernmental restrictions" that "impair" a viewer's ability to receive video programming over the air, through a wireless cable or similar system, or by direct broadcast satellite.

We own and/or operate multi-unit residential apartment buildings. Consequently, we have entered into hundreds of leases with our residents. The leases which we are currently using define the leased premises as the space included within the walls of the leased premises. They preclude the lessee from affixing anything to the exterior of the leased premises. We are concerned over how the language in your proposed rules will be applied and the fact that this might constitute a further taking of our private property rights by the US Government without due compensation, as guaranteed under the US Constitution.

We would appreciate clarification from you to see which if any of our current lease provisions would violate your proposed rules. Accordingly, we enclose a copy of one of our lease forms. Please read it and let us know which terms of the lease might violate either of the proposed rules.

Hans J. Thiele, CPM

President

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PROPERTY MANAGEMENT SPECIALISTS, INC.
5229 NORTH 7TH AVENUE, SUITE 201
PHOENIX, ARIZONA 85013
(602) 230-1988

RENTAL/LEASE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 19____, by and between _____, Lessee (Tenant), and Property Management Specialists, Inc., as Agent for the Lessor (Owner).

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of the Lessee, Lessor does hereby demise and let unto the Lessee, and Lessee hires from Lessor for the exclusive use as a residence those certain premises described as Apartment No.____, located at _____, _____, Arizona for _____ months, commencing on the _____ day of _____, 19____ and ending on the last day of _____, 19____, at a monthly rental of _____ (\$_____) Dollars plus applicable sales taxes, payable in advance on the first day of each and every month. New municipal or state transaction privilege taxes or changes in those taxes may be passed on through to the Lessee by Lessor's giving 30 day written notice to the Lessee.

The following deposits are due and payable in total by the date of occupancy unless otherwise specified:

Refundable security deposit	\$_____
Non-refundable redecorating charge	_____
Refundable pet deposit	_____
Other (_____)	_____
TOTAL DEPOSITS AND CHARGES DUE	\$_____
	=====

Upon the expiration of the initial lease term, this agreement will automatically renew on a month-to-month basis unless the Lessee or the Lessor gives (30) day written notice of termination. Such notice must be given on or before the first day of any month and expire on the last day of that month. It is further mutually agreed between the parties as follows:

1. Said premises shall be occupied by no more than _____ persons and be limited to the space contained within the interior surfaces of the ceilings, floors and walls.
2. Lessee shall keep or permit to be kept in said premises any cat, dog or other animal only with the written permission of the Lessor, with the exception of assistive animals.
3. Lessee shall abide by all City Ordinances or State or Federal Laws in or about the premises, and shall comply with such house rules as are listed as part of this agreement and as the Lessor shall find necessary to implement.
4. All alterations, additions, or improvements made in and to said premises shall only be made with the written permission of the Lessor, and unless otherwise provided by written agreement, shall remain upon and be surrendered with the premises. Lessee may not affix or permit his co-residents or agents to affix anything to the exterior surfaces of the premises.
5. Lessee may not sublet the demised premises, or any part thereof, or assign this agreement without the Lessor's written consent.
6. Any failure by Lessee to pay rent or other charges promptly when due, or any other material non-compliance with the terms or conditions thereof, shall at the option of the Lessor result in the immediate termination of this agreement.

In the case of nonpayment of rent, Lessee agrees to either pay the past due rent or to vacate said premises within five (5) days after receiving notice. Failure of the Lessee to comply with the terms of this agreement or failure to give written thirty day notice of his intent to vacate may result in the Lessee's forfeiture of his entire security deposit. Tenant may not apply Tenant's security deposit against any unpaid rent or any other outstanding charges during the term of this lease. any extension thereof, or any month to month tenancy.